

R. Jason Richards (*pro hac vice*)  
 jrichards@awkolaw.com  
 AYLSTOCK, WITKIN, KREIS &  
 OVERHOLTZ, PLLC  
 17 East Main Street, Suite 200  
 Pensacola, FL 32505  
 Tel: (850) 202-1010  
 Fax: (850) 916-7449

R. Brent Wisner, Esq. (SBN 276023)  
 Hannah L.R. Quicksell (*pro hac vice*)  
 rbwisner@wisnerbaum.com  
 hquicksell@wisnerbaum.com  
 WISNER BAUM, LLP  
 11111 Santa Monica Blvd., Suite 1750  
 Los Angeles, CA 90025  
 Tel: (310) 207-3233  
 Fax: (310) 820-7444

*Attorneys for Plaintiffs*

Additional Counsel listed on signature page

Michael J. Shipley (SBN 233674)  
 michael.shipley@kirkland.com  
 KIRKLAND & ELLIS LLP  
 2049 Century Park East  
 Los Angeles, CA 90067  
 Tel.: (213) 680-8400  
 Fax: (213) 680-8500

Devora W. Allon (*pro hac vice*)  
 Jay Lefkowitz (*pro hac vice*)  
 Kristopher P. Morton (*pro hac vice*)  
 devora.allon@kirkland.com  
 lefkowitz@kirkland.com  
 kristopher.morton@kirkland.com  
 601 Lexington Avenue  
 New York, NY 10022  
 Tel.: (212) 446-5967  
 Fax: (212) 446-4900

*Attorneys for Defendant  
 Crown Laboratories, Inc.*

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

IN RE CROWN LABORATORIES BPO  
 SALES AND MARKETING LITIGATION

Lead Case No. 3:24-cv-01448-EMC

This Document Relates To:

All Actions

**~~[PROPOSED]~~ STIPULATED PROTECTIVE  
 ORDER**

Courtroom: 5, 17th Floor  
 Judge: Hon. Edward M. Chen  
 Magistrate Judge: Hon. Thomas S. Hixson

Date Action Filed: March 8, 2024

**~~[PROPOSED]~~ STIPULATED PROTECTIVE ORDER**

**1. Purpose.** Disclosure and discovery activity in the above-captioned litigation are likely to involve production of confidential, proprietary, or otherwise private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation

1 may be warranted. Accordingly, pursuant to Fed. R. Civ. P. 26(C), Plaintiffs<sup>1</sup> and Defendant Crown  
 2 Laboratories, Inc. (individually, each a “Party” and collectively, “the Parties”) hereby stipulate and  
 3 move the court to enter the following Stipulated Protective Order.

4       **2. Scope.** All documents, electronically stored information, items, and other information  
 5 produced or adduced in the course of discovery in this litigation, regardless of the medium or manner  
 6 generated, stored, maintained or revealed (including, among other things, initial disclosures, responses  
 7 to discovery requests, deposition testimony, and exhibits), and information derived directly therefrom  
 8 (hereinafter collectively “documents”), shall be subject to this Order concerning Confidential  
 9 Information as defined below. This Order shall apply to any named Party to this litigation (including  
 10 all of its officers, directors, employees, retained experts, outside counsel (and their support staff)).  
 11 This Order is subject to the Local Rules of this District and the Federal Rules of Civil Procedure on  
 12 matters of procedure and calculation of time periods.

13       However, the protections conferred by this Stipulation and Order do not cover the following  
 14 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
 15 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
 16 publication not involving a violation of this Order, including becoming part of the public record  
 17 through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure  
 18 or obtained by the Receiving Party after the disclosure from a source who obtained the information  
 19 lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected  
 20 Material at trial shall be governed by a separate agreement or order.

21       **3. Confidential Information.** As used in this Order, “Confidential Information” means  
 22 any document, or any portion thereof, which contains confidential or proprietary business,  
 23 commercial, research, personnel, product or financial content belonging to the Producing Party, and  
 24 which is designated as “CONFIDENTIAL” for purposes of this litigation. Confidential Information

25 \_\_\_\_\_  
 26 <sup>1</sup> “Plaintiffs” includes the plaintiffs to each of the consolidated actions in this litigation: Priscilla Garcia, Chinyere  
 27 Harris, William Eisman, Michelle Hollins, Caitlyn Sheehan, Joseph Diamond, Lorrie Potter, Morgan Cratty, Aaron  
 28 Corcoran, Kristen Davis, Leanne Campbell, Shannon Citrino, Lisa Lavarone, Erica Millbank, Destiny Jensen, Scott  
 Linman, Noemi Gerena, Michael Taylor, Tiffany Snadowsky, Christina Stone, Marlena Timins, Trakia Pierce, Erin  
 Del Toro, Louisa Romo, Angelina Flores, Karen Hattley, Holley Grossenbacher, Latifah Abednego, Kayleigh  
 Schneider, Jennifer Irizarry, Marilyn Saavedra, Emily Tam, Abdallah Al-Qudsi and Brett Gooden.

1 may fall within one or more of the following categories: (a) information prohibited from disclosure by  
2 statute or contractual agreement; (b) information that reveals trade secrets; (c) research, technical,  
3 commercial or financial information that the party has maintained as confidential; (d) medical  
4 information concerning any individual; (e) personal identity information; (f) income tax returns  
5 (including attached schedules and forms), W-2 forms and 1099 forms; (g) personnel or employment  
6 records of a person who is not a party to the case; (h) current or future business strategies and other  
7 strategic planning information; (i) projections or plans regarding performance, budgets, production,  
8 output, sales, marketing or distribution practices; (j) research and development information; (k)  
9 manufacturing know-how or technology; (l) board of directors materials and presentations; (m)  
10 customer lists or information; (n) negotiation strategies; (o) proprietary software, systems, or  
11 processes; (p) margin, cost, and pricing information; (q) intellectual property; or (r) other proprietary  
12 information which the Producing Party otherwise believes in good faith to be entitled to protection  
13 under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure. If required by applicable privacy laws,  
14 Confidential Information may also include personnel files that are designated as such for purposes of  
15 this litigation. The parties will make reasonable efforts to ensure that information or documents that  
16 are available to the public are not designated as Confidential Information.

17 **4. Designation.** A party may designate a document as Confidential Information for  
18 protection under this Order by placing or affixing the word “CONFIDENTIAL” on the document and  
19 on all copies in a manner that will not interfere with the legibility of the document. To the extent a  
20 document is produced in a form in which placing or affixing the word “CONFIDENTIAL” on the  
21 document is not practicable, the Producing Party may designate the document as confidential by cover  
22 letter, slip sheet, or by affixing a label to the production media containing the document. As used in  
23 this Order, “copies” includes electronic images, duplicates, extracts, summaries, or descriptions that  
24 contain the Confidential Information. The marking “CONFIDENTIAL” shall be applied prior to or at  
25 the time the documents are produced or disclosed. Any copies that are made of any documents marked  
26 “CONFIDENTIAL” shall also be so marked, except that indices, electronic databases or lists of  
27 documents that do not contain substantial portions or images of the text of documents designated as  
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1 Confidential Information and do not otherwise disclose the substance of the Confidential Information  
2 are not required to be marked.

3       **5. Depositions.** Unless all Parties agree otherwise on the record at the time the deposition  
4 testimony is taken, all deposition testimony taken in this case shall be treated as Confidential  
5 Information for a period of thirty (30) days after the transcript is delivered to the Party or non-party  
6 being deposed. If counsel for any Party or non-party states on the record that the deposition testimony  
7 should be treated as Confidential Information, such testimony will be treated as Confidential  
8 Information for the thirty (30)-day period following the delivery of the final transcript to the Party  
9 seeking to designate material as Confidential Information. No later than the thirtieth day after the final  
10 transcript is delivered to (i) the Party or non-party being deposed, or (ii) a Party or non-party seeking  
11 to designate material as Confidential Information, whichever is later, a Party or non-party may serve  
12 a Notice of Designation to all Parties of record and the court reporter for the deposition in question as  
13 to specific pages of the transcript that are designated Confidential Information, and thereafter only  
14 those portions identified in the Notice of Designation shall be protected by the terms of this Order.  
15 The court reporter shall then provide a final copy of the transcript that reflects any designations of  
16 pages of the transcript as Confidential Information in the lower left-hand corner of each designated  
17 page.

18       **6. Protection of Confidential Information.**

19       a.       **General Protections.** Except as set forth below, Confidential Information shall  
20 not be used or disclosed by the Parties, counsel for the Parties, or any other persons identified in  
21 subparagraph (b) for any purpose whatsoever other than the prosecution or defense of claims in, or the  
22 settlement of, this litigation, including any appeal thereof. In this putative class action, Confidential  
23 Information may be disclosed only to the named plaintiffs and not to any other member of the putative  
24 class unless and until a class including the putative member has been certified. Nothing in this Order,  
25 however, shall prevent or prejudice any Party designating materials Confidential Information from  
26 using its own such designated documents for any purpose, including privately disclosing its own  
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1 Confidential Information to others not mentioned in this Paragraph 6, and such private disclosure shall  
2 not waive the protections of this Order.

3           b.       **Limited Third-Party Disclosures.** The parties and counsel for the parties shall  
4 not disclose or permit the disclosure of any Confidential Information to any third person or entity  
5 except as set forth below in the subparagraphs to this specific paragraph, respectively. The following  
6 categories of persons may be allowed to review Confidential Information:

- 7                   1) Counsel. Outside or in-house counsel for the Parties (or in-house counsel for  
8                   the Parties' affiliates) and employees of such counsel who have  
9                   responsibility for the preparation and trial of the action.
  - 10                  2) Parties. Individual Parties and employees or former employees of a Party  
11                   who are reasonably necessary for the preparation and trial of the action, but  
12                   only to the extent counsel has a good-faith basis for believing such  
13                   Confidential Information is relevant to events, transactions, discussions,  
14                   communications or data about which the individual party, employee, or  
15                   former employee has knowledge; disclosure to such individual party,  
16                   employee, or former employee is limited to the portion of the document  
17                   about such events, transactions, discussions, communications, or data; and  
18                   such Party, employee, or former employee has signed the certification  
19                   contained in Attachment A, Acknowledgment of Understanding and  
20                   Agreement to Be Bound to this Order.
  - 21                  3) The Court. The Court and its personnel.
  - 22                  4) Mediators. Any mediator that the Parties engage or that this Court appoints  
23                   in connection with the Case.
  - 24                  5) Court Reporters and Recorders. Court reporters and their staff, and recorders  
25                   engaged for depositions.
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- 1                   6) Contractors. Those persons specifically engaged for the limited purpose of  
2                   making copies of documents or organizing or processing documents,  
3                   including outside vendors hired to process electronically stored documents.
- 4                   7) Consultants and Experts. Consultants, investigators, or experts employed by  
5                   the Parties or counsel for the Parties to assist in the preparation and trial of  
6                   this action but only after such persons have completed the certification  
7                   contained in Attachment A to this Order.
- 8                   8) Witnesses. During depositions or testimony at trial or any hearing, witnesses  
9                   in this action to whom disclosure is reasonably necessary, provided that  
10                  counsel for the Party intending to disclose the information has a good-faith  
11                  basis for believing such Confidential Information is relevant to events,  
12                  transactions, discussions, communications or data about which the witness  
13                  is expected to testify or about which the witness may have knowledge.  
14                  Witnesses shall not retain a copy of documents containing Confidential  
15                  Information, except witnesses may receive a copy of all exhibits marked at  
16                  their depositions in connection with review of the transcripts. Pages of  
17                  transcribed testimony that are designated as Confidential Information  
18                  pursuant to Paragraph 5 may not be disclosed to anyone except as permitted  
19                  under this Order.
- 20                  9) Author or Recipient. The author or recipient of the document (not including  
21                  a person who received the document solely in the course of litigation)  
22                  containing the Confidential Information or a custodian or other person who  
23                  otherwise possessed or knew the Confidential Information.
- 24                  10) Identified Persons. Any person who is referenced in the document or whose  
25                  conduct is purported to be identified in the document, provided that counsel  
26                  for the Party intending to disclose the information has a good-faith basis for  
27                  believing such Confidential Information is relevant to events, transactions,  
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discussions, communications or data about which the person has knowledge; disclosure to such person is limited to the portion of the document in which the person or person's conduct is identified or referenced; and such person has completed the certification contained in Attachment A to this Order.

11) Others by Consent. Other persons only by written consent of the Producing Party or upon order of the Court and on such conditions as may be agreed or ordered, but such consent shall not be unreasonably withheld.

To the extent any person is required to complete the certification contained in Attachment A to this Order, facsimile signatures or signatures transferred in electronic format (e.g., PDF) shall be treated as original signatures for purposes of this Order.

c. **High Level Summaries.** Notwithstanding the provisions of paragraph 6(b), outside counsel for a Party that is a corporation or other type of business entity may provide high level summaries or characterizations of the evidence in the case to individuals employed by the party who have responsibility to make decisions regarding the defense or settlement of the case. Nothing in this Order is intended to bar or otherwise prevent any counsel from rendering advice to his or her client with respect to this litigation and, in the course of rendering such advice, from relying upon his or her examination or knowledge of Confidential Information.

d. **Control of Documents.** Counsel for the Parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential Information. Counsel shall maintain copies of the forms signed by persons acknowledging their obligations under this Order for a period of three years after the termination of the case.

**8. Inadvertent Failure to Designate.** If timely corrected, an inadvertent failure to designate a document as Confidential Information does not, standing alone, waive the right to so designate the document. If the Producing Party timely designates a document as Confidential Information after it was initially produced, the Receiving Party, on notification of the designation, must make a reasonable effort to ensure that the document is treated in accordance with the provisions of this Order. No Party shall be found to have violated this Order for failing to maintain the

1 confidentiality of material during a time when that material has not been designated Confidential  
2 Information, even where the failure to so designate was inadvertent and where the material is  
3 subsequently designated Confidential Information.

4 **9. Filing of Confidential Information.** This Order does not, by itself, authorize the filing  
5 of any document under seal. Any Party wishing to file a document designated as Confidential  
6 Information in connection with a motion, brief, or other submission to the Court under seal must  
7 comply with Local Rule 79-5.

8 **10. No Greater Protection of Specific Documents.** Except on privilege grounds not  
9 addressed by this Order, no Party may withhold information from discovery on the ground that it  
10 requires protection greater than that afforded by this Order unless the Party moves for an order  
11 providing such special protection. Nothing in this Order shall prevent a Party from seeking greater or  
12 lesser protection with respect to the use of any Confidential Information.

13 **11. Challenges by a Party to Designation as Confidential Information.** The designation  
14 of any document as Confidential Information is subject to challenge by any Party. The following  
15 procedure shall apply to any such challenge.

16 **a. Timing of Challenges.** Any Party or Non-Party may challenge a designation of  
17 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
18 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
19 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
20 confidentiality designation by electing not to mount a challenge promptly after the original designation  
21 is disclosed.

22 **b. Meet and Confer.** The party challenging the designation (the "Challenging  
23 Party") shall initiate the dispute resolution process by providing written notice of each designation it  
24 is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a  
25 challenge has been made, the written notice must recite that the challenge to confidentiality is being  
26 made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to  
27 resolve each challenge in good faith and must begin the process by conferring directly (in voice to  
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voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

**c. Judicial Intervention.** If the Parties cannot resolve a challenge without court intervention, the Producing Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within twenty-one (21) days of the initial notice of challenge or within fourteen (14) days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is later. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Producing Party to make such a motion including the required declaration within the relevant time period shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Producing Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Producing Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

1           **12. Action by the Court.** Applications to the Court for an order relating to documents  
2 designated Confidential Information shall be by motion. Nothing in this Order or any action or  
3 agreement of a Party under this Order limits the Court's power to make orders concerning the  
4 disclosure of documents produced in discovery or at trial.

5           **13. Use of Confidential Information at Trial.** Nothing in this Order shall be construed to  
6 limit the use of any document at any trial or hearing provided that the Parties take necessary advance  
7 precautions to avoid the public disclosure of Confidential Information. A Party that intends to present  
8 Confidential Information at a hearing or trial shall bring that issue to the Court's and Parties' attention  
9 sufficiently in advance of the proceeding without disclosing the Confidential Information. The Court  
10 may thereafter make such orders as are necessary to govern the use of such documents at hearing or  
11 trial.

12           **14. Non-Parties.** In seeking discovery from non-parties, the Parties shall attach this Order  
13 to a copy of any subpoena or other discovery request. Non-parties from whom discovery is requested  
14 are Parties to this Order and are entitled to the protections of this Order in responding to such requests.

15           **15. Confidential Information Subpoenaed or Ordered Produced in Other Litigation.**

16           **a.** If a Receiving Party is served with a subpoena or an order issued in other  
17 litigation that would compel disclosure of any document designated in this action as Confidential  
18 Information, the Receiving Party must promptly notify in writing the Designating Party. Such  
19 notification must include a copy of the subpoena or court order.

20           **b.** The Receiving Party also must promptly inform in writing the party who caused  
21 the subpoena or order to issue in the other litigation that some or all of the material covered by the  
22 subpoena or order is the subject of this Order. In addition, the Receiving Party must deliver a copy of  
23 this Order promptly to the party in the other action that caused the subpoena to issue.

24           **c.** The purpose of imposing these duties is to alert the interested persons to the  
25 existence of this Order and to afford the Designating Party in this case an opportunity to protect its  
26 Confidential Information in the court from which the subpoena or order issued. If the Designating  
27 Party timely seeks a protective order, the Party served with the subpoena or court order shall not  
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1 produce any information designated in this action as “CONFIDENTIAL” before a determination by  
2 the court from which the subpoena or order issued, unless the Party has obtained the Designating  
3 Party’s permission. The Designating Party shall bear the burden and the expense of seeking protection  
4 in that court of its Confidential Information, and nothing in these provisions should be construed as  
5 authorizing or encouraging a Receiving Party in this litigation to disobey a lawful directive from  
6 another court.

7 **d. Unauthorized Disclosure or Use.** If a Receiving Party learns that, by  
8 inadvertence or otherwise, it has disclosed Confidential Information to any person or in any  
9 circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in  
10 writing the Producing Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
11 unauthorized copies of the Confidential Information, (c) inform the person or persons to whom  
12 unauthorized disclosures were made of all the terms of this Order, and (d) request such person or  
13 persons to execute the certification contained in Exhibit A of this Order.

14 **16. Obligations Upon Conclusion of Litigation.**

15 **a. Order Continues in Force.** Unless otherwise agreed or ordered, this Order  
16 shall remain in force after dismissal or entry of final judgment not subject to further appeal.

17 **b. Obligations at Conclusion of Litigation.** Within sixty (60) days after  
18 dismissal or entry of final judgment not subject to further appeal, all Confidential information,  
19 including copies as defined in Paragraph 4(a), shall be returned to the Producing Party unless: (1) the  
20 document has been offered into evidence or filed without restriction as to disclosure; (2) the Parties  
21 agree to destruction to the extent practicable in lieu of return; or (3) as to documents bearing the  
22 notations, summations or other mental impressions of the Receiving Party, that Party elects to destroy  
23 the documents and certifies to the Producing Party that it has done so.

24 **c. Retention of Work Product and Filed Documents.** Notwithstanding the  
25 above requirements to return or destroy documents, counsel are entitled to retain an archival copy of  
26 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
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1 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
2 and expert work product, even if such materials contain Confidential Information.

3 **17. Order Subject to Modification.** This Order shall be subject to modification by the  
4 Court on its own initiative or on motion of a Party or any other person with standing concerning the  
5 subject matter.

6 **18. No Prior Judicial Determination.** This Order is entered based on the representations  
7 and agreements of the Parties and for the purpose of facilitating discovery. Nothing herein shall be  
8 construed or presented as a judicial determination that any document designated Confidential  
9 Information by counsel or the Parties is entitled to protection under Rule 26(c) of the Federal Rules of  
10 Civil Procedure or otherwise until such time as the Court may rule on a specific document or issue.

11 **19. Persons Bound.** This Order shall take effect when entered and shall be binding upon  
12 all counsel of record and their law firms, the Parties, and persons made subject to this Order by its  
13 terms.

14 **20. Future Parties.** The terms of this Order shall be binding upon all current and future  
15 Parties to this litigation and their counsel. Any Party appearing in the litigation following entry of this  
16 Order shall be deemed to have joined the case subject to its provisions.

17 **21. Personal Jurisdiction.** Nothing herein shall be construed as a determination by the  
18 Court, or as a consent or waiver by any Party, or parent or affiliate of any Party, that such Party, or  
19 parent or affiliate of a Party, is subject to personal jurisdiction in this Court or that discovery as to such  
20 Party, or parent or affiliate of a Party, shall proceed pursuant to the Federal Rules of Civil Procedure.

1 Dated: December 12, 2025

Respectfully submitted,

3 /s/ R. Jason Richards

4 R. Jason Richards (*pro hac vice*)  
jrichards@awkolaw.com  
5 AYLSTOCK, WITKIN, KREIS &  
OVERHOLTZ, PLLC  
6 17 East Main Street, Suite 200  
Pensacola, FL 32505  
7 Tel: (850) 202-1010  
Fax: (850)-916-7449

8 /s/ R. Brent Wisner

9 R. Brent Wisner (SBN 276023)  
Hannah L.R. Quicksell (*pro hac vice*)  
rbwisner@wisnerbaum.com  
10 hquicksell@wisnerbaum.com  
WISNER BAUM, LLP  
11 11111 Santa Monica Blvd., Suite 1750  
Los Angeles, CA 90025  
12 Tel: (310) 207-3233  
Fax: (310) 820-7444

14 /s/ Kiley Lynn Grombacher

15 Kiley Lynn Grombacher (SBN 245960)  
kgrombacher@bradleygombacher.com  
BRADLEY GOMBACHER, LLP  
16 31365 Oak Crest Drive, Suite 240  
Westlake Village, CA 91361  
17 Tel: (805) 270-7100  
Fax: (805) 618-2939

18 /s/ Thomas P. Cartmell

19 Thomas P. Cartmell (*pro hac vice*)  
Melody R. Dickson (*pro hac vice*)  
20 tcartmell@wcllp.com  
mdickson@wcllp.com  
WAGSTAFF & CARTMELL LLP  
21 4740 Grand Ave., Suite 300  
22 Kansas City, MO 64112  
Tel: (816) 701-1100  
23 Fax: (816) 531-2372

24 /s/ Kristen Lake Cardoso

25 Kristen Lake Cardoso (SBN 338762)  
cardoso@kolawyers.com  
KOPELOWITZ OSTROW P.A.  
26 1 West Las Olas Blvd., Suite 500  
Fort Lauderdale, FL 33301  
27 Tel: (954) 525-4100  
Fax: (954) 525-4300

/s/ March S. Reich

March S. Reich (*pro hac vice*)  
mreich@zlk.com

LEVI & KORSINSKY, LLP  
33 Whitehall Street, 17th Floor  
New York, NY 10006  
Tel: (212) 363-7500  
Fax: (212) 363-7171

*Attorneys for Plaintiffs*

/s/ Devora W. Allon

Michael J. Shipley (SBN 233674)  
michael.shipley@kirkland.com

KIRKLAND & ELLIS LLP  
2049 Century Park East  
Los Angeles, CA 90071  
Tel.: (213) 680-8400  
Fax: (213) 680-8500

Devora W. Allon, P.C. (*pro hac vice*)

Jay Lefkowitz (*pro hac vice*)

Kristopher P. Morton (*pro hac vice*)

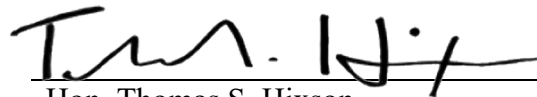
devora.allon@kirkland.com  
lefkowitz@kirkland.com  
kristopher.morton@kirkland.com

601 Lexington Ave  
New York, NY 10022  
Tel.: (212) 446-5967  
Fax: (212) 446-4900

*Attorneys for Defendant  
Crown Laboratories, Inc.*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: December 12, 2025



Hon. Thomas S. Hixson  
United States Magistrate Judge

**ATTACHMENT A****ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges and declares under penalty of perjury that he or she has read the Stipulated Protective Order (“Order”) in *In re Crown Laboratories BPO Sales and Marketing Litigation*, Case No. 3:24-cv-01448-EMC (N.D. Cal.), that is attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned understands that the terms of the Order obligate him or her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the specified litigation, and not to disclose any such Confidential Information to any other person, firm, entity, or party. The undersigned also acknowledges that violation of the Order may result in penalties for contempt of court. The undersigned submits to the jurisdiction of the Northern District of California in matters relating to the Order and appoints

\_\_\_\_\_ located at \_\_\_\_\_  
**Name Address**

as his or her California agent for service of process in connection with this action or any proceedings related to the enforcement of this Protective Order.

Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Business Address: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_